

IRON DOG® RELEASE & WAIVER OF LIABILITY & INDEMNITY AGREEMENT FORM # 2

IN CONSIDERATION of receiving permission from the Iron Dog, Inc. ("Iron Dog") to enter and participate in the Iron Dog Race ("Race") as a racer, crew member, owner, mechanic or in any other capacity, the receipt of such permission being hereby acknowledged, the undersigned, for him/herself, his/her marital community and estate, heirs, executors, administrators, insurers, sureties, successors, trustees and assigns, and each of them, past, present and future (collectively the "Undersigned"), hereby waives, releases, agrees not to sue and holds harmless the Iron Dog, its officers, directors, employees, agents, contractors, volunteers (including volunteer officials and race marshals), contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them, as well as all other race participants, their officers, directors, employees, agents, volunteers, contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them (collectively the "Iron Dog Releasees"), of and from any and all liability, claims, demands, actions and causes of action whatsoever, of every kind and nature, whether arising out of contract, tort, statute or otherwise, in law or in equity, including all claims for negligence (passive and active), carelessness, recklessness and strict liability, and all manner of damages or recovery whatsoever, including compensatory, special, liquidated and punitive damages, loss of consortium, penalties, costs, expenses and attorneys' fees, arising out of or related in any manner whatsoever to any loss or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, relating in any manner whatsoever to the Race and the undersigned's participation therein, including preliminary and postliminary activities.

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED RACE AREA (herein defined as including, but not limited to, the racing course, pit areas, machine inspection area, approach area, shutdown area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such areas, and will continuously thereafter, inspect areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that, if any time, he determines the restricted area does not meet these requirements, he will immediately advise the official of such and will leave the restricted areas:

- I. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning owner, officials, machine owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposed herein Iron Dog Releasees from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the Iron Dog Releasees or otherwise while the undersigned is in or upon the restricted area and/or, competing, officiating in, observing, working for, or for any purpose participating in the event:
- II. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Iron Dog Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the Iron Dog Releasees or otherwise:
- III. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Iron Dog Releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for any purpose participating in the event:

THE UNDERSIGNED being duly aware of the risks and hazards inherent upon entering and participating in the Race, hereby elects to voluntarily enter the Race, knowing that it may be a hazardous and dangerous activity. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or any property of the undersigned, related to the Race and the undersigned's participation therein, including those which may result from the negligence, carelessness or fault of the Iron Dog Releasees or other participants.

THE UNDERSIGNED agrees to indemnify, defend and hold the Iron Dog Releasees harmless from and against any and all claims arising out of or related to acts or omissions of the undersigned and the undersigned's family, employees, volunteers and agents, and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

THE UNDERSIGNED gives permission to the Iron Dog and its respective agents, assigns, licensees and contractors to capture, create, store, publish, and otherwise use, for any purpose whatsoever and without charge, any and all Images, and to publish and otherwise use, for any purpose whatsoever and without charge, any and all Information.

The Undersigned agrees that Images may appear in a composite or distorted character or form, and may be edited, changed or altered without the permission or approval of the Undersigned and without further consideration being owed to the Undersigned. The Undersigned agrees that the Iron Dog is not obligated to use any Images or Information.

THE UNDERSIGNED hereby releases and discharges Iron Dog Releasees from any and all liability, claims, damages, expenses, and demands, whether in contract or tort or otherwise, arising out of or relating in any way to the capturing, creating, storing, publishing, or other use of any Images, or to the publishing or other use of any Information, including without limitation any and all claims based on rights of publicity, rights or invasions of privacy, defamation, contract or quasi-contract, or copyright. Without limiting the foregoing sentence, under no circumstance shall the Undersigned be entitled to any further compensation beyond the consideration cited herein for the use of Images or Information by the Iron Dog Releasees in any works of the Iron Dog Releasees.

THE UNDERSIGNED agrees that all Images captured or created by Iron Dog, and all rights therein, including without limitation copyrights, shall be and remain the sole and exclusive property of Iron Dog, and the Undersigned disclaims any rights whatsoever in or with respect to the Images.

THE UNDERSIGNED agrees that this Agreement shall inure to the benefit of the Iron Dog Releasees, as well as to any person(s) who publish or otherwise use any Images or Information with the permission of the Iron Dog. The Undersigned acknowledges and agrees that Iron Dog may assign and/or license any rights or interests conveyed to it by and through this Agreement.

The UNDERSIGNED agrees that as used herein:

(a) "Images" includes all manner of images and audio recordings of the Undersigned that were captured or created during the period of or in connection with, or that depict or otherwise relate in any way to, any of the activities of the Undersigned during or in connection with the Race, however and by whomsoever captured, created, or stored, including without limitation films, videotapes, photographs, negatives, prints, recordings, digital files and data, and all reproductions in any form, in any media whatsoever whether now known or hereafter devised, and all derivative works based on any of the foregoing;

(b) "Information" includes all manner of facts, from whatever source and however obtained, about the Undersigned or his/her life and his/her participation in the Race, including without limitation his/her name, the city in which he/she lives, his/her biographical information, and his/her activities during or in connection with the Race;

(c) To "publish" means to disclose, display, publish, broadcast, transmit, reproduce, and distribute throughout the world, and to allow others to do the same, in any media whatsoever and by any and all means, methods, or processes, whether now known or hereafter devised, including without limitation in or by way of print, television, radio, films, maintaining and displaying on a computer, maintaining and displaying on an Internet Web site, and distributing on a CD or DVD.

THE UNDERSIGNED agrees to comply with and to be bound by the terms and conditions of the Iron Dog Official Rules and Policies, which are incorporated herein by reference, and expressly consents to submit to drug and alcohol testing as set forth in the Rules and Policies. The undersigned further consents to and authorizes the Iron Dog Releasees to disclose the results of any such drug and alcohol testing in accordance with Procedures set forth in the Rules and Policies.

THE UNDERSIGNED agrees that the interpretation and enforcement of this agreement shall be governed by the laws of the State of Alaska, that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Alaska, that it should be construed according to the fair intent of the language as a whole and not for or against either party, and that if any portion of this agreement is held invalid, that the balance shall continue in full legal force and effect. The undersigned further agrees that any and all proceedings arising out of or relating in any manner whatsoever to this Agreement shall be exclusively conducted in the state or federal courts located in the Third Judicial District, State of Alaska and hereby consents to the jurisdiction of those courts for said purposes. The prevailing party in any such proceeding shall be entitled to an award of its reasonable attorney fees and expenses incurred in connection with the litigation.

THE UNDERSIGNED acknowledges that he/she has had an ample opportunity to review this agreement and to consult with his/her attorney, that he/she is executing this agreement without any coercion, duress or compulsion whatsoever and is competent to do so, that this agreement is binding upon the undersigned's marital community, estate, heirs, executors, administrators, successors, trustees and assigns, and each of them, in its entirety.

THE UNDERSIGNED also acknowledges that the terms and conditions of this agreement have been completely read, understood and reflected upon without haste, constitute the entire agreement between the parties concerning the subject matter, and are voluntarily accepted and entered into for the purposes set forth herein.

THE UNDERSIGNED acknowledges for himself/herself that Iron Dog is relying and will rely on this Agreement in permitting the Undersigned to enter and participate in the Race.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to

be as broad and inclusive as is permitted by the State of Alaska in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I grant my irrevocable permission to the Iron Dog™, Inc. and its authorized agents, to use my name and any photographs, video tapes, motion pictures, recordings, or any other record of my participation in this event.

IMPORTANT NOTE: BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS RELEASING ALL CLAIMS HE OR SHE MIGHT HAVE IN THE FUTURE RELATING TO THE RACE, EVEN THOSE FOR DAMAGES AND INJURIES WHICH MAY BE CAUSED BY THE SOLE NEGLIGENCE, CARELESSNESS OR FAULT OF THE IRON DOG RELEASEES AND RELATED PERSONS.

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT.

ENTRANT NAME

Address

City, State, Zip

Signature

Date

NOTARY OR POSTMASTER

DATE

SIGNATURE

COMMISSION EXPIRES

Spouse or Closest Living Relative / Relationship

Address

City, State, Zip

Signature

Date

NOTARY OR POSTMASTER

DATE

SIGNATURE

COMMISSION EXPIRES

PLEASE NOTE: BOTH BOXES MUST BE SIGNED AND NOTARIZED SEPARATELY. ONE NOTARY STAMP DOES NOT ENCOMPASS BOTH SIGNATURES. DUE AT SIGNUP.